

Welcome Biggest Loser Live Challenge Participants!

Lee'Ann Wells, your Biggest Loser Pro, Bangor Parks and Rec, and Gold's Gym are excited that you have joined us for Bangor's FIRST EVER Biggest Loser Live Challenge! You have signed up for 12 weeks of health and wellness education, physical training, inspiration, support, encouragement and competition! Are you ready?!

Our journey together begins with an official Kick Off on Sunday, June 24th, 2-5pm, at Gold's Gym. We will do our first assessment during this time which includes an initial weigh in, "before" photos and measurements. We will also show you around Gold's Gym, go over the challenge rules, and answer any questions that you may have. You do NOT have to arrive at 2pm and stay for the entire thing. This kick off is open house style, you may come between 2pm and 5pm and head out when you are finished.

Our first week of training will start Monday July 2nd. Each participant will be placed on a team and you will be required to work out with your team 2/week. (I will inform you of days and times) Each person will also register for this Biggest Loser Live Challenge on the Biggest Loser Live Training website, www.biggestloserlivettraining.com. This is where you pay the \$89.95 for 10 online team meetings. We, as a team, will meet once a week, online, for education and support. Your team will work out with me, your Biggest Loser Pro, for 10 weeks. We will weigh in 3 more times throughout this challenge. The last 2 weeks of this challenge you may not work out with any trainer, however, you may workout as a team. The week of Sept. 10th will be our final week of training together. Then, you and your team are on your own for 2 weeks! We will end this challenge with a banquet finale at The Lucerne Inn, on Monday, Sept. 24th, 6pm. Please let me know if your spouse, partner, or a friend will be joining you. We will announce the team winner and the individual winner. (Winners are based on weight loss percentage, NOT number of lbs lost)

Please don't hesitate to call, text, email, or facebook (my health page is listed below) me with any questions or concerns that you might have. I am here to support you, as well as, Gold's Gym and Bangor Parks and Rec.

Congratulations on making this decision to conquer your health! This is a big decision and a big commitment and we commend you for making it! We are so glad you decided to join us and we are grateful that you chose us to be a part of your health journey! Will you be the Biggest Loser Live Challenge Winner?!

Sincerely,

Lee'Ann Wells
AFAA Certified
Biggest Loser® Pro
Registered at BiggestLoserPro.com

207-217-5268

leeannwells25@yahoo.com
www.facebook.com/conqueror4

Biggest Loser Live Training Challenge Official Rules.

CHALLENGE DESCRIPTION. The Biggest Loser Live Training Challenge ("Biggest Loser Challenge") is a contest of skill, through which eligible participants ("Participants") compete to lose weight in a safe, healthy and supervised manner. Each separate Challenge is conducted by an Aerobics and Fitness Association of America® ("AFAA") certified trainer who has completed, and is current with, the various requirements to be an active Biggest Loser® Pro (hereafter, "Biggest Loser Pro" or "Sponsor"). Each Biggest Loser Pro is an independent contractor, who shall manage and/or otherwise coordinate their own respective challenge ("Challenge") in connection to these Official Rules, and, is solely responsible for the conduct of his or her respective Challenge. These Official Rules incorporate and include the information contained in the Biggest Loser Challenge Information Form, which identifies relevant dates and locations of the Biggest Loser Challenge ("Information Form").

This is a physical challenge. Pregnant, nursing mothers and anyone else with physical conditions that may create a health risk are not eligible to participate. As with any exercise program, all Participants should consult their physicians or other appropriate health care provider before participating. Do not start a diet or fitness program if your physician or health care provider advises against it.

TO ENTER, you must register at www.biggestloserlivettraining.com and purchase and complete at least ten online Biggest Loser® Live Training Team Meetings during the Challenge as part of the Biggest Loser Pro Training program ("Training Program") and complete at least four weigh-ins with a Biggest Loser® Pro at an onsite location. To locate a location where a Biggest Loser Pro Training Program is offered, a list of participating Biggest Loser Pros and locations where Training Programs are offered is available on the Internet at www.biggestloserlivettraining.com. Enroll in a Training Program sponsored by the participating Biggest Loser Pro or online at www.biggestloserlivettraining.com. Subject to the eligibility requirements below, eligible Training Program enrollees may then enter a Challenge conducted by a participating Biggest Loser Pro. THERE ARE FEES TO ENROLL IN THE TRAINING PROGRAMS, INCLUDING FEES FOR WEEKLY ONLINE MEETINGS CONDUCTED THROUGH WWW.BIGGESTLOSERLIVETRAINING.COM AND FEES CHARGED BY THE BIGGEST LOSER PRO, WHICH WILL VARY BY BIGGEST LOSER PRO OR LOCATION OF THE TRAINING PROGRAM. SOME LOCATIONS WILL CHARGE ADDITIONAL FEES. Once a Participant has

successfully enrolled and paid any applicable fees, there is no additional fee to participate in a Challenge. The Biggest Loser Pro who is conducting the Challenge is responsible for providing the names and contact information for all participants to AFAA. If you need help in selecting a Biggest Loser Pro or a facility, please contact AFAA at 1-800 225 2232, Ext. 249.

TIMING. Each participating Biggest Loser Pro will conduct one or more Challenges at a location(s) determined solely by the Biggest Loser Pro. Each Challenge will begin on the first Monday of each calendar quarter, and shall run for a period of 12 to 13 weeks in length (each such week being referred to herein as a "Challenge Week"), as determined by the Biggest Loser Pro, and closes on the last day of the applicable calendar quarter (collectively, the "Challenge Period"). Challenge Weeks begin on a Monday and end the following Sunday. The week before a Challenge begins will be a registration and initial weigh-in period, during which participants will be registered and weighed by the Biggest Loser Pro, to obtain their starting weight. Participants will be required to complete a minimum of three additional weigh-ins as follows: two (2) interim weigh-ins during the weeks of the Challenge and one (1) weigh-in during the last week of the Challenge, which will be the final weigh-in period, when participants receive their ending weights (the initial, interim and ending weigh-in periods are hereafter, "Weigh-in Period(s)"). Participants must have their weight recorded by the Biggest Loser Pro during each Weigh-in Period. Failure to obtain a recorded weight from the Biggest Loser Pro during each of the four minimum Weigh-in Periods will result in disqualification from the Challenge.

JUDGING. Judging will be based on the percentage weight lost by each individual Participant in a Challenge. While the number of Participants in each Challenge is not limited, it is estimated that each individual Challenge may have between 10 and 30 Participants, however fewer or more participants may be permitted at Sponsor's respective discretion. The Participant who, through a combination of diet and exercise, loses the highest percentage of weight during the Challenge Period will be deemed the Winner of that specific Training Program's Challenge. In the event of a tie, Sponsor may choose, in its sole discretion to declare as the winner the Participant who has the earliest recorded weigh-in during the final Challenge's final Weigh-in Period.

WEIGH-INS. Participants will have their weight recorded by the Biggest Loser Pro during each of the four minimum of Weigh-In Periods. Weigh-Ins must be recorded using a scale provided by the Biggest Loser Pro. All Participants must be weighed on the same scale during each of the four

minimum Weigh-in Periods. For each weigh-in, Participants may wear only one layer of clothing, and under garments. Participants must remove any shoes or foot wear, other than socks, prior to each weigh-in. Unless prescribed by a physician for a medical condition, Participants who use any diet pills (including, but not limited to herbal or prescription appetite suppressants, metabolism enhancers, diuretics, laxatives, or other weight-loss drugs) or who undergo weight loss surgery (including but not limited to liposuction, gastric bypass, breast reduction, or other weight reducing surgical procedure) during the Challenge Period are not eligible and will be disqualified.

ELIGIBILITY. Participants must be legal residents of the United States and their primary residence must be in the state in which the Challenge is being offered by the Biggest Loser Pro. Participants must be of majority age in their primary state of residence as of the first day of the applicable Challenge Period and be in good general health. Nursing and pregnant women are ineligible to enter. Employees of Biggest Loser Pros, AFAA, University City Studios Productions LLLP, BL4 Productions, Inc. Reveille Productions, and their respective parent companies, affiliated entities, successors, licensees, and assigns and their respective officers, directors, members, employees, representatives, agents, advertising and promotion agencies, or independent contractors (collectively, "The Biggest Loser Entities") and their immediate family members and/or those living in the same household of each are not eligible to participate. Void where prohibited by law. Each respective Sponsor may disqualify any Participant, if in Sponsor's sole discretion Sponsor determines that further participation may be detrimental to the Participant's health, such as if the Participant's weight loss is too extreme, or is accomplished through any means that is detrimental (or as otherwise prohibited herein) to the Participant's short-term or long-term health.

PRIZES. No prizes will be awarded. However, a profile, including, but not limited to, the photograph of each winning Participant of its Challenge will be posted on www.biggestloserlivetraining.com in recognition of being that Challenge's winning Participant. There is no approximate retail value for this recognition.

PUBLICITY: Participation shall be construed as, and shall irrevocably signify, the Participant's release, agreement, and consent that AFAA may use, publish, alter, and edit the Participants' and winners' respective name, image, voice, likeness, signature, biographical data, weight-loss and other limited, health/lifestyle-related data, and/or other

particulars of Participant's recognition, worldwide, in perpetuity, without limitation, during and after the Challenge and for promotional purposes without further consideration, review, approval or payment, unless prohibited by law. In the event that Participants provide any photographs, video, or other images of themselves (collectively, a "Submission") to a Sponsor, each respective Participant shall retain its ownership interest and applicable intellectual property rights in and to its Submission. However, each Participant hereby grants the Biggest Loser Entities, a perpetual, irrevocable, universal, non-exclusive, fully-paid and royalty-free, sub-licensable and transferable license to use and, distribute, all Submissions in any manner and for any purposes in connection to the Challenge and the Biggest Loser Entities advertising and marketing endeavors as further explained below. Each Submission is, and will be treated as, non-confidential and non-proprietary. The Biggest Loser Entities retain the right to edit all Submissions in any manner and for any purpose, but are under no obligation to do so. Each Participant hereby represents and warrants that it owns the Submission (and the content therein) submitted by it, or that it otherwise has the right to grant use thereof as set forth in this section, and that the posting of said Submission does not violate the privacy rights, publicity rights, copyright, trademark rights, contract rights, music performance and publishing rights (if applicable), or any other rights of any person or entity. The Biggest Loser Entities reserve the right to use the Submission for any purpose, including, but not limited to, posting, reproduction, disclosure, advertising and promotional activities, distribution, transmission, publication, and broadcast. The Biggest Loser Entities reserve the right to use any ideas, concepts, knowledge, or techniques contained in the Submission for any purpose, including, but not limited to, developing and marketing products and/or services using such information, and each Participant acknowledges and understands there shall be no consideration, royalties or other compensation from the Biggest Loser Entities, for use of said Submission or the content therein. Further, each Participant and its respective spouse, next of kin, and heirs, hereby indemnify, discharge, release, and hold Sponsor and the Biggest Loser Entities harmless from any action and/or liability, in any form or manner, arising from any infringement of any third party's rights, inclusive of attorneys' fees and costs in connection to the Submission. If you do not agree to these terms, do not enter a Challenge.

LIMITATIONS OF LIABILITY: Sponsor, AFAA and The Biggest Loser Entities shall have no liability and shall be released and held harmless by Participant(s) for any damage, loss, death, or liability to person or property, due in whole or part, directly or indirectly, by reason of

participation in the Challenge, or the acceptance, possession, use or misuse of any recognition of the winning Participant. Each Biggest Loser Pro is an independent contractor, certified by AFAA to conduct trainings under the Biggest Loser brand name. AFAA and The Biggest Loser Entities are not responsible for conduct of the Biggest Loser Pro.

Exercise, fitness and sports activities involve inherent risks of injury, disability and even in a small number of incidents, death. If the Participant determines to engage in any activity through participation in the Challenge, either directly or indirectly, as a Participant in the Challenge, such persons should seek and obtain medical clearance to participate. If a decision is made to participate, doing so is at Participant's own risk and such persons assume all risks associated with participation in the Challenge, including the risks of injury, disability and even death.

By taking part in a Challenge, each Participant hereby respectively agrees to assume any and all risks related to participating in a Challenge, and hereby irrevocably and unconditionally releases, acquits, and forever discharges Sponsor, AFAA, The Biggest Loser Entities, and each of their respective owners, stockholders, predecessors, successors, assigns, agents, directors, members, officers, employees representatives, attorneys, divisions, subsidiaries, affiliates, and parents and all persons acting by, through, under or in concert with them, from any and all charges, complaints, claims, liabilities, obligations, promises, damages, causes of action, rights, demands, costs, lawsuits, debts and expenses, including but not limited to attorneys' fees and costs actually incurred of any nature whatsoever, known or unknown, arising from any activity related to your participation in the Challenge or any Challenge event or activity.

OTHER TERMS. Participants agree to be bound by these Official Rules and the decisions of a Sponsor. Sponsor may disqualify any Participant found tampering with or otherwise abusing any aspect of this Challenge as determined by Sponsor in its sole discretion. In the event the Challenge is compromised by tampering or other causes beyond the reasonable control of Sponsor which corrupts or impairs the administration, security, fairness, safety, or proper operation of a Challenge, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Challenge. In such event, Sponsor reserves the right to declare a winner based on any weigh-in, if any, completed before the termination date.

SPONSOR. The Sponsor of this Challenge is the Biggest Loser Pro, listed on the Information Form attached hereto.

BIGGEST LOSER LIVE CHALLENGE

July 2nd, 2012 – Sept. 21, 2012

I have read and understand the Biggest Loser Live Challenge rules and I fully agree to abide by challenge rules, regulations, requirements, and obligations. _____

I understand that I am committed to working out with my team two times/week AND I will log on to www.biggestloserlivettraining.com once a week for a webinar. _____

I understand that I am part of a team and that my team is relying on me to be at every training session and to be online for every webinar (Emergencies are understandable). I understand that when I do not meet my commitments I am letting myself AND my team down. _____

I agree to before/after photos, before/after measurements, and 4 weigh ins throughout this challenge. The Biggest Loser Pro, Bangor Parks and Rec, Gold's Gym, AFAA and BL Live Training may use any and/or all of this information or my photos with no restrictions. _____

I understand that with any exercise program there is a risk of injury. I do not hold Lee'Ann Wells, Conquer, Bangor Parks and Rec, or Gold's Gym liable for any injury that may occur before, during, or after this Biggest Loser Live Challenge. _____

I understand that the fee I have paid for this Biggest Loser Live Challenge is non refundable. _____

I fully understand and agree to all of the terms and conditions set forth in this liability waiver. I understand all of the rules, requirements, and fees associated with this Biggest Loser Challenge.

Signature _____ Date _____

Printed Name _____